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5 Attorney for: Secured Creditor,  
CitiMortgage, Inc., its assignees and/or successors  
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10 UNITED STATES BANKRUPTCY COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 OAKLAND DIVISION  
13

14 In re: ) Case No. 10-47902 N  
15 )  
16 Robert Bakovic, ) Chapter 13  
Amela Bakovic, )  
17 ) RS No. JC-5622  
18 )  
19 Debtors. ) **MOTION FOR RELIEF FROM**  
20 ) **AUTOMATIC STAY**  
21 )  
22 ) Date: 09/01/2010  
23 ) Time: 10:30 AM  
24 ) Ctrm: 220  
25 ) Place: 1300 Clay Street  
26 ) Oakland, CA  
27 )  
28 )  
29 )

CitiMortgage, Inc., its assignees and/or successors in interest (“Secured Creditor” or  
“Movant” herein), moves this Court for an Order Terminating the Automatic Stay of 11 U.S.C. §  
362 as to moving party (and the Trustee under the Deed of Trust securing moving party’s claim)  
so that moving party and its Trustee may commence and continue all acts necessary to foreclose

1 under the Deed of Trust secured by the Debtors' property, commonly known as 3786 Flowering  
2 Peach Court, Las Vegas, NV 89147, ("Property" herein).

3 As stated in the attached Declaration, the Debtors have failed to make 0 post-petition  
4 payments ().

5 Further, Debtor intends to *surrender* the subject property as set forth in Debtors' Chapter  
6 13 Plan. **See Exhibit "3"**.

7 Based on the foregoing, Secured Creditor alleges that Secured Creditor is not adequately  
8 protected. Secured Creditor is not receiving regular monthly payments, and is unfairly delayed  
9 from proceeding with the foreclosure of the subject Property. Accordingly, relief from the  
10 automatic stay should be granted to Secured Creditor pursuant to 11 U.S.C. § 362(d)(1) and (2).

11 WHEREFORE, Secured Creditor prays for judgment as follows:

- 12 1. For an Order granting relief from the automatic stay, permitting Secured Creditor to  
13 proceed with the foreclosure under Secured Creditor's Deed of Trust, and to sell the  
14 subject Property at a trustee's sale under the terms of the Deed of Trust to proceed  
15 with any and all post foreclosure sale remedies, including the unlawful detainer action  
16 or any other action necessary to obtain possession of the Property.
- 17 2. For an Order that the fourteen day stay described by Bankruptcy Rule 4001(a)(3) be  
18 waived.
- 19 3. For an Order modifying the automatic stay to protect Secured Creditor's interest, as  
20 the Court deems proper.
- 21 4. For attorneys' fees and costs incurred herein.
- 22 5. For such other relief as the Court deems proper.

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6. The Moving Party, at its option, may offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement as allowed by state law. The Movant may contact the Debtor via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.
7. Furthermore, Movant may contact the Debtor to comply with California Civil Code Section 2923.5.

Dated: August 17, 2010

McCarthy & Holthus, LLP

By: /s/ Joseph Chun  
Joseph Chun, Esq.  
Attorneys for Secured Creditor  
CitiMortgage, Inc.